



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



October 3, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF MODEL AGREEMENT FOR
WATER WELL MAINTENANCE SERVICES
(FIFTH DISTRICT) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the enclosed Water Well Maintenance Services Model Agreement (Model Agreement); and authorize the Sheriff, or his designee, to enter into similar agreements with various vendors, with each agreement carrying a term of three (3) years and options to extend for two (2) additional one-year periods, and one (1) six-month period in any increment, effective upon approval by the Sheriff.
2. Authorize the Sheriff, or his designee, to execute applicable documents when the original contracting entity has merged, acquired, or otherwise changed, and to execute amendments to meet the needs of the Los Angeles County Sheriff's Department (Department), including adding job tasks and/or adding vendors who meet the County's minimum qualifications, with prior approval of the Office of County Counsel, and term extensions.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the Model Agreement will allow the Department to obtain services from various qualified contractors on an as-needed basis to maintain its 11 water wells at different locations within Pitchess Detention Center (Castaic) and Mira Loma Detention Center (Lancaster). The maintenance services include routine and emergency pump removal, performance testing, well casing repairs and installations, and video inspections.

A Tradition of Service

Implementation of Strategic Plan Goals

This Model Agreement supports the County's Strategic Plan Goal 1, Service Excellence, and Goal 3, Organizational Effectiveness. Specifically, the Model Agreement will enable the Department to facilitate maintenance of its water wells, which are main sources of water for both detention facilities, surrounding County facilities, and a backup source for a neighboring County community. This Model Agreement provides service that is both beneficial and responsive, and ensures that service delivery is efficient, effective, and goal oriented.

FISCAL IMPACT/FINANCING

The maximum contract sum payable for the services provided through this Model Agreement is the amount allocated to the Department for this service by your Board in its approved budget, with no net County costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Your Board's approval will establish agreements with various Water Well Maintenance Service vendors, who can provide multiple and on occasion, simultaneous service, and will improve the Department's ability to provide uninterrupted water service. Multiple agreements will result in pre-established service rates and allow the Department to determine the best rate through price comparison of the various contractors providing similar services. Other benefits include improved support capabilities and ability to meet time constraints.

Qualified vendors who enter into an agreement with the County are not guaranteed a minimum amount of work, nor shall they have any exclusive right to provide services to the County.

Qualified vendors must have valid C-57 (Water Well Drilling), C-61 (Pump Installations), and Grade 2 (Water Treatment) licenses issued by the State of California. Qualified vendors must also provide proof of certification and membership either with the California Groundwater Association or the National Groundwater Association.

The Department utilizes 11 water wells to provide water service to Pitchess and Mira Loma Detention Centers. These wells are the only source of water for the detention centers and are in operation twenty-four hours a day, seven days a week. These wells also supply water to surrounding County facilities, such as High Desert Hospital and Lancaster Animal Shelter. Furthermore, the County community of Val Verde utilizes these wells for support during servicing of their water system. It is paramount for these wells to be maintained in good working condition at all times to prevent or minimize disruption of water service.

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The Department provides full maintenance for these wells. The service provided under this Model Agreement is for complete water well repair and maintenance, inclusive of all necessary supervision, labor, materials, tools, and equipment.

This Model Agreement is in compliance with all Board, Chief Administrative Office, and County Counsel requirements and has been approved as to form by County Counsel.

CONTRACTING PROCESS

The Department issued a Request for Statement of Qualifications (RFSQ) to 16 vendors and posted the solicitation on both the County's website (<http://camisvr.co.la.ca.us/lacobids/>) and the Department's website (www.lasd.org). The vendors selected for solicitation notification consisted of referrals from water well manufacturers, vendors with previous experience with the Department, and any vendor who requested inclusion on the qualifier's list. Department staff evaluated each vendor's response, a Statement of Qualifications (SOQs) for their ability to satisfy the minimum requirements, and for the provision of appropriate licensing and certifications.

Of the SOQ responses received, five vendors were determined to be qualified. The vendors are: Zim Industries, Incorporated dba Bakersfield Well & Pump Company; Field Technology Incorporated; Layne Christensen Company; Rottman Drilling Company; and S.A. Camp Pump Company. Each is prepared to enter into an agreement with the County. Approval of this Model Agreement will give the necessary authority for the Department to contract with these vendors as they become available.

IMPACT ON CURRENT SERVICES

There will be no negative impact on current Department operations and services. Approval of this Model Agreement allows the Department to prevent and/or minimize disruption of water service to County facilities and to enhance support to neighboring County communities.

CONCLUSION

Upon approval by your Board, please return two (2) adopted copies of this action to the Department's Contracts Unit.

Sincerely,

A handwritten signature in cursive script, appearing to read "Leroy D. Baca".

LEROY D. BACA
SHERIFF



MODEL AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR

WATER WELL MAINTENANCE SERVICES

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EXHIBITS

- A STATEMENT OF WORK
- B SCHEDULE OF PRICES
- C FORMS REQUIRED FOR EACH WORK ORDER BEFORE WORK BEGINS
 - C1 Contractor Employee Acknowledgement and Confidentiality Agreement
 - C2 Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- D WORK ORDER FORMAT (Not to Exceed Cost Per Deliverable Basis)
- E CONTRACTOR'S EEO CERTIFICATION

AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
AND

FOR
WATER WELL MAINTENANCE SERVICES

This Agreement and Exhibits is made and entered into as of the Effective Date by and between the County of Los Angeles hereinafter referred to as County and _____, hereinafter referred to as Contractor, to provide Water Well Maintenance Services for the Los Angeles County Sheriff's Department.

RECITALS

WHEREAS, the County may contract with private businesses for Water Well Maintenance Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Water Well Maintenance Services; and

WHEREAS, this Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the Sheriff to execute and administer this Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D and E are attached to this base document and form a part of the Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between this base documents and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the base document and then to the Exhibits according to the following priority:

1.1 EXHIBIT A Statement of Work

- 1.2 EXHIBIT B Schedule of Prices
- 1.3 EXHIBIT C Forms Required For Each Work Order Before Work Begins
- 1.4 EXHIBIT D Work Order Format
- 1.5 EXHIBIT E Contractor's EEO Certification

This base document, the Exhibits hereto, and any and all subsequent Work Orders constitute the Agreement and the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Subparagraph 8.4 (Change Orders and Amendments), and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Active Contractor: Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance have all been received by the Department's Contracts Unit and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.
- 2.2 Contractor Project Director: The individual designated by Contractor as responsible for Contractor performance of all tasks and deliverables and compliance in accordance with this Agreement.
- 2.3 Contractor Project Manager: The individual designated by the Contractor to administer the Agreement operations after the Agreement award.
- 2.4 Contracts Unit: Los Angeles County Sheriff's Department's Contracts Unit.
- 2.5 County Project Director: Person designated with authority to approve all Work Order solicitations and executions.
- 2.6 County Project Manager: Person designated as chief contact person with respect to the day-to-day administration of the Agreement and responsible for coordinating Work Order.
- 2.7 Day(s): Calendar day(s) unless otherwise specified.
- 2.8 Effective Date: Date on which the Sheriff has executed this Agreement.

- 2.9 Fiscal Year: The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.10 LASD: Los Angeles County Sheriff's Department.
- 2.11 Agreement: County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.12 Qualified Contractor: A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ; and has an executed Agreement with LASD.
- 2.13 Request for Statement of Qualifications (RFSQ): A solicitation based on establishing a pool of Qualified Vendors to provide services through Agreements.
- 2.14 Sheriff: Sheriff of the Los Angeles County Sheriff's Department.
- 2.15 Statement of Qualifications (SOQ): A Contractor's response to an RFSQ.
- 2.16 Statement of Work: A written description of tasks and/or deliverables desired by County for a specific Work Order.
- 2.17 Work Order: A subordinate agreement executed wholly within and subject to the provisions of this Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a service summary outline.

3.0 WORK

- 3.1 Pursuant to the provisions of this Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Exhibit A (Statement of Work).
- 3.2 Work Orders shall generally conform to Exhibit D (Work Order Formats). Each Work Order shall include a service summary outline, which shall describe in detail the particular project and the work required for the performance thereof.
- 3.3 If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with Subparagraph 8.4 (Change Orders and Amendments), these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.

- 3.4 County procedures for issuing and executing Work Orders are as set forth in this Subparagraph 3.4. Upon determination by the County Project Director to issue a Work Order solicitation, the County Project Director shall issue a Work Order solicitation containing a service summary outline to all Agreement Qualified Contractors. Each interested Qualified Contractor so contacted, shall respond to the work offer to the County Project Manager within the timeframe specified in the solicitation. Failure of Contractor to provide a response or accept the work offer within the specified timeframe may disqualify Contractor for that particular Work Order. The Project Director has the authority to issue a Work Order solicitation on a non-competitive basis in emergency circumstances or as otherwise necessary.
- 3.5 Upon completion of evaluations, County shall execute the Work Order by and through the County's Project Director or Project Manager with a Qualified Contractor. If after the execution of the Work Order, the contractor cannot repair nor determine the problem nor the costs involved to repair the water well, and would require the removal or pulling of the pump to determine these, a Work Order shall be issued for this process. And if needed, a supplemental Work Order shall be issued and be approved by the County Project Director or Project Manager for any additional repairs. All Work Orders shall be in writing and in the form of Exhibit D (Work Order Format).
- 3.6 County estimates that selection of any Contractor shall occur within five (5) business days of completion of the evaluations of the particular Work Order bids. Following selection, all Contractors selected must be available to meet with County on the starting date specified in the Work Order. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular Work Order as determined in the sole discretion of County's Project Director.
- 3.7 If Contractor is unable to meet with County at commencement of work as specified in the Work Order, then Contractor may be disqualified from the particular Work Order. In the event Contractor defaults three times under Subparagraph 3.6 within a given County fiscal year, then County may terminate this Agreement pursuant to Subparagraph 8.43 (Termination for Default).
- 3.8 No Guaranty of Work
- 3.8.1 This Agreement is intended to provide the County with water well maintenance and repair services on an as-needed basis. As such, the County does not promise, guaranty, or warrant that it will utilize any particular level of Contractor services, or any services at all during the term of this Agreement. The determination as to the need for such services shall rest solely within the discretion of the County's Project Manager.
- 3.8.2 The Contractor understands that the County is not required to assign any percentage or minimum level of such services to the

Contractor. The County's Project Manager may, in his/her sole discretion, obtain any or all such services from one or more service providers having duly executed a water well maintenance and repair services agreement with the County.

4.0 TERM

- 4.1 This Agreement is effective upon the date of its execution by the Sheriff (Effective Date). This Agreement shall expire three (3) years after the date the Agreement was approved by the Board of Supervisors unless sooner extended or terminated, in whole or in part, as provided herein. The period from the Effective Date to the initial expiration date is the Initial Term.
- 4.2 The County shall have the option to extend the Agreement term for up to two (2) one-year periods and additionally for a maximum period of six (6) months in any increment (Extended Term), for a maximum total Agreement Term of five (5) years and six (6) months from the date the Agreement was approved by the Board of Supervisors. Each such extended term shall be exercised by the Sheriff by providing notice to the Contractor at least 30 days prior to the end of the Initial Term or the Extended Term as the case may be.
- 4.3 Contractor shall notify LASD when this Agreement is within six (6) months from the expiration of the Initial Term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the County's Project Manager at the address herein provided in Subparagraph 6.2 (County's Project Manager).
- 4.4 In the event that a Work Order is issued prior to the expiration of the Agreement, and which requires Work to be performed that will exceed the Term, all terms and conditions of this Agreement shall apply for purposes of that Work Order only until the Work is completed and paid for.

5.0 CONTRACT SUM

- 5.1 Contractor shall not be entitled to any payment by County under this Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures") may not exceed amounts allocated to LASD by the County Board of Supervisors in their approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Agreement is the Contract Sum.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of

same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

- 5.3 No Payment for Services Provided Following Expiration/Termination of Agreement: Except as stated in Subparagraph 4.4, Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

5.4 Invoices and Payments

- 5.4.1 For providing the tasks, deliverables, services, and other work authorized pursuant to this Agreement, Contractor shall separately invoice County for each Work Order by deliverable [see Exhibit D (Work Order Format)].
- 5.4.2 Payment for all work shall be on "not to exceed cost" per deliverable basis as indicated in the "Maximum Amount" per Deliverable on each executed Work Order and, subject to the Total Maximum Amount specified in the Work Order, less any amounts assessed in accordance with Subparagraph 8.26 (Liquidated Damages). The "not to exceed cost" shall be based upon the rates specified in Exhibit B (Schedule of Prices) and the estimate of hours stated in the executed Work Order.
- 5.4.3 County shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.
- 5.4.4 All work performed by, and all invoices submitted by, Contractor pursuant to Work Orders issued hereunder must receive the written approval of County's Project Director, who shall be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.
- 5.4.5 Invoices under this Agreement shall be submitted to the address(es) set forth in the applicable Work Order.
- 5.4.6 Invoice Content: The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Order.

Each invoice submitted by Contractor shall specify:

- County Work Order Number and Contractor's Agreement Number;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- A brief description of the deliverable(s) for which payment is claimed, the number of hours expended, including the Item, Description and Rate stated on Exhibit B (Schedule of Prices), and the individual amount being billed for each deliverable; and
- The total amount of the invoice.

6.0 ADMINISTRATION OF AGREEMENT - COUNTY

COUNTY ADMINISTRATION

The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

The County's Project Director is the approving authority for individual work solicitations and executions. The County's Project Director has authority to execute Change Orders pursuant to Subparagraph 8.4 (Change Orders and Amendments).

The County's Project Director for this Agreement is as follows:

Dean Stroud, Director
Los Angeles County Sheriff's Department
Facilities Service Bureau
1000 South Fremont Avenue
Building A9-East, 5th Floor North
Alhambra, CA 91803

6.2 County's Project Manager

The County's Project Manager is County's chief contact person with respect to the day-to-day administration of this Agreement. The County's Project Manager shall prepare and issue Work Orders and any Work Order Amendments/Supplements thereto, and generally be the first person for Contractor to contact with any questions.

The County's Project Manager is as follows:

John Scott McIntyre, Supervisor

Los Angeles County Sheriff's Department
Facilities Service Bureau
Pitchess Detention Center
29380 The Old Road
Castaic, California 91384

6.2.1 The responsibilities of the County's Project Manager include:

- Ensuring that the technical standards and task requirements in the individual work solicitations are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform the individual work solicitations;
- Coordinating and monitoring the work of Contractor personnel and for ensuring that this Agreement's objectives are met;
- Monitoring, evaluating and reporting Contractor performance and progress on the individual work solicitations;
- Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

7.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR

7.1 Contractor's Project Director

Contractor's Project Director shall be a full-time employee of Contractor, and is designated as follows:

Name:
Title:
Address:

Telephone :
Fax:
Email:

Contractor's Project Director shall be responsible for Contractor's performance of all its tasks and deliverables and shall ensure Contractor's compliance with this Agreement.

Contractor's Project Director shall meet and/or confer with Contractor's Project Manager and/or County's Project Manager on a regular basis.

7.2 Contractor's Project Manager

- 7.2.1 Contractor's Project Manager shall be a full-time employee of Contractor, and is designated as follows:

Name:

Title:

Address:

Telephone :

Fax:

Email:

- 7.2.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement. Any issues, problems, or disputes which may arise and cannot be resolved by County's Project Manager may be reported by Contractor's Project Manager to County's Project Director.

- 7.2.3 Contractor's Project Manager shall coordinate with County's Project Manager, on a regular basis with respect to all work being performed on active tasks and deliverables.

- 7.2.4 Contractor's Project Manager shall meet or confer with County's Project Director and/or County's Project Manager on a regular basis.

7.3 Contractor's Authorized Official(s)

- 7.3.1 Contractor shall provide the County in writing of the name(s), address(es), title(s) and phone number(s) of Contractor's Authorized Official(s) and notify the County in writing of any subsequent change in the name(s) or address(es) of Contractor's Authorized Official(s).

- 7.3.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents including Work Orders and Change Orders under this Agreement on behalf of Contractor.

7.4 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. At County's request, Contractor shall provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.5 Contractor's Staff Identification

- 7.5.1 Contractor shall provide all staff providing services under this Agreement with a photo identification badge in accordance with

County specifications. Specifications may change at the discretion of the County and Contractor will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to the Contractor implementing the use of the badge. Contractor's staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

- 7.5.2 Contractor shall notify the County within one (1) business day when staff is terminated from working under this Agreement. Contractor is responsible to retrieve and immediately destroy the staff's County photo identification badge at the time of removal.
- 7.5.3 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo identification badge at the time of removal.

7.6 Background and Security Investigations

- 7.6.1 At any time prior to or during the term of this Agreement, the County may require that all Contractor's staff performing work under this Agreement undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.
- 7.6.2 If the Contractor's staff does not pass the background clearance investigation, the County may request that the Contractor's staff be immediately removed from working on the County Agreement at any time during the term of the Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background clearance investigation.
- 7.6.3 County may immediately, at the sole discretion of the County, deny or terminate facility access to Contractor's staff that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.
- 7.6.4 Disqualification, if any, of Contractor's staff, pursuant to this Subparagraph 7.6, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

7.7 Confidentiality

The Contractor shall maintain the confidentiality of all records obtained from the County under this Agreement in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Agreement. The Contractor shall cause each employee performing services covered by this Agreement to sign and adhere to the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit C1.

The Contractor shall cause each non-employee performing services covered by this Agreement to sign and adhere to the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit C2.

8.0 ADDITIONAL TERMS AND CONDITIONS

8.1 Assignment and Delegation

8.1.1 Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

8.1.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

8.1.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration

for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.2 Authorization Warranty

The Contractor and the person executing the Agreement on behalf of the Contractor hereby represent and warrant that the person executing the Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.3 Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Agreements, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Agreement. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the Agreement.

8.4 Change Orders and Amendments

- 8.4.1 No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Paragraph 8.4 (Change Orders and Amendments).
- 8.4.2 County reserves the right to change any portion of the Work required under this Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:
- 8.4.3 For any change to a previously issued Work Order, including changes to the Maximum Amount and the description of work, the County's Project Director and Contractor Authorized Personnel shall execute a Change Order.
- 8.4.4 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change

such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such orders, or for changes that do not materially affect the scope of work or payment rate of the Agreement, a Change Order to the Agreement shall be prepared and executed by the Contractor and by the Sheriff.

8.4.5 For any change that materially affect the scope of work, payment rate, or any other term or condition included under this Agreement, an Amendment shall be prepared and executed by the Board of Supervisors.

8.4.6 Notwithstanding Subparagraph 8.4.5 the Sheriff may, at his sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term). The Contractor agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, the Sheriff shall provide the Contractor with a notice of extension at least thirty (30) days prior to the expiration of the Agreement.

8.5 Complaints

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

Within fifteen (15) business days after the Effective Date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints. At a minimum, the policy should include:

- Within five (5) business days of receiving the complaint, the Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation;
- When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines; and
- Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

The County's Project Manager will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes. If LASD requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.

If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County's Project Manager for approval before implementation.

8.6 Compliance with Applicable Law

8.6.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

8.6.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.7 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. The Contractor shall comply with Exhibit E (Contractor's EEO Certification).

8.8 Compliance with County's Jury Service Program

8.8.1 Jury Service Program

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, which is incorporated herein by reference into and made part of this Agreement.

8.8.2 Written Employee Jury Service Policy

a. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees

shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

- b. For purposes of this Subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if:
 - 1) The lesser number is a recognized industry standard as determined by the County, or
 - 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this Subparagraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

- c. If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

- d. Contractor's violation of this Subparagraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement, or any Work Order issued hereunder and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subparagraph 8.9 shall be a material breach of this Agreement.

8.10 Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

8.11 Consideration of Hiring GAIN/GROW Program Participants

Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN)

Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 Contractor's Responsibility and Debarment

8.12.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing agreements the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of an Agreement with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform an agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and

will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- 8.12.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 8.12.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.6 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 8.12.7 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.8 Subcontractors of Contractors

These terms shall also apply to Subcontractors of County Contractors.

8.13 Contractor's Acknowledgement of County's Commitment to Child Support Enforcement

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Contractor's place of business. The County's Child Support Services Department will supply the Contractor with the poster to be used.

8.14 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

8.15 Contractor's Warranty of Adherence to County's Child Support Compliance Program

8.15.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.15.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now

in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.16 County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement.

8.17 Damage to County Facilities, Buildings or Grounds

8.17.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.17.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.18 Employment Eligibility Verification

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by

law.

The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

8.19 Facsimile Representations

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Orders and Amendments prepared pursuant to Subparagraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Orders and Amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.20 Fair Labor Standards

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.21 Governing Law, Jurisdiction, and Venue

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 Independent Contractor Status

8.22.1 This Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Agreement.

8.23 Indemnification

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Agreement.

8.24 General Insurance Requirements

Without limiting the Contractor's indemnification of the County and during the term of this Agreement, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

8.24.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Los Angeles County Sheriff's Department
Contracts Unit
4700 Ramona Boulevard
Monterey Park, CA 91754-2169
Attn: Karen Anderson, Manager

prior to commencing services under this Agreement.

Such certificates or other evidence shall:

- Specifically identify this Agreement;

- Clearly evidence all coverages required in this Agreement;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include a copy of the blanket additional insured endorsement to the commercial general liability policy, as evidence of County's additional insurance status.

8.24.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company with an A.M. Best rating of not less than A:VII, unless otherwise approved by the County.

8.24.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of the required insurance coverage, shall constitute a material breach of the Agreement upon which the County may immediately terminate or suspend this Agreement. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, after advance written notice to the Contractor, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.24.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within twenty-four (24) hours of occurrence, or as soon as reasonably possible.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Agreement.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Project Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Agreement.

8.24.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.24.6 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage.

The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.25 Insurance Coverage Requirements

8.25.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate.....	\$2 million
Products/Completed Operations Aggregate	\$1 million
Personal and Advertising Injury	\$1 million
Each Occurrence	\$1 million

If pollutants are present where the work is undertaken, or if the contractor shall transport chlorine, fuel or other potential pollutants, then pollution liability coverage is required. Such insurance shall protect against liability arising from the release, discharge, escape, dispersal or emission of pollutant, whether gradual or sudden, and including coverage for the costs and expenses associated with voluntary clean-up or with the testing, monitoring or treatment of, pollutants in compliance with a governmental mandate or request.

8.25.2 Automobile Liability insurance written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto."

8.25.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other State, and for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:\$1 million
Disease - policy limit:\$1 million
Disease - each employee:\$1 million

8.26 Liquidated Damages

8.26.1 If, in the judgment of LASD, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Sheriff, or his designee, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Sheriff, or his designee, in a written notice describing the reasons for said action.

8.26.2 If LASD determines that there are deficiencies in the performance of this Agreement that LASD deems are correctable by the Contractor over a certain time span, LASD will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, LASD may:

- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as may be specified in any future Work Orders, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or
- (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in Subparagraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Agreement.

8.26.4 This Subparagraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Agreement provided by law or as specified in Subparagraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Agreement as agreed to herein.

8.27 Local Small Business Enterprise Preference Program

This Agreement is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

8.27.1 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

8.27.2 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

8.27.3 If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Agreement/Work Order to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the work order amount and what the County's costs would have been if the work order had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed damages in an amount of not more than ten percent (10%) of the amount of the work order; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply if Contractor is no longer eligible for certification as a result in a change of their status and Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

8.28 Nondiscrimination and Affirmative Action

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit E (Contractor's EEO Certification).
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subparagraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Subparagraph 8.28 have been violated, such violation shall constitute a material

breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

8.29 Non-Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict LASD from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 Notice of Delays

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Dispute Resolution Procedure

8.3.1.1 General: Contractor and County agree to act immediately to resolve mutually any disputes that may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Paragraph 8.31, (Dispute Resolution Procedure) (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

1. If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County

costs, as determined by County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.

2. If County fails to continue without delay to perform its responsibilities under this Agreement which County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

8.31.2 Continued Work: Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work, that County, in its discretion, determines should be delayed as a result of such disputes.

8.31.3 Dispute Resolution Procedures: In the event of any dispute between the parties with respect to this Agreement, Contractor and County shall submit the matter as follows:

1. Contractor and County shall first submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
2. If the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter immediately shall be submitted to the parties' respective Project Directors for further consideration and discussion to attempt to resolve the dispute.
3. If the Project Directors are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's president or chief executive officer and the Sheriff of the County of Los Angeles. These persons shall have five (5) Business Days to attempt to resolve the dispute.
4. In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Agreement and its rights and remedies as provided by law.

8.31.4 Documentation of Dispute Resolution Procedures: All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in Subparagraph 8.31 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

8.31.5 Not Applicable to County's Right to Terminate: Notwithstanding any other provision of this Agreement, County's right to terminate the Agreement pursuant to Subparagraph 8.42 (Termination for Convenience), Subparagraph 8.43 (Termination for Default), Subparagraph 8.44 (Termination for Improper Consideration), or Subparagraph 8.45 (Termination for Insolvency), in each case, of this Exhibit, or any other termination provision hereunder, shall not be subject to the Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

8.34 Notices

All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Paragraph 6.0 (Administration of Agreement – County), and Paragraph 7.0 (Administration of Agreement – Contractor). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Sheriff of the Los Angeles County Sheriff's Department shall have the authority to issue all

notices or demands required or permitted by the County under this Agreement.

8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

8.36.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Subparagraph 8.38, (Record Retention and Inspection/Audit Settlement) of this Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

8.37.1 The Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Subparagraph 8.37 shall apply.

8.38 Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable federal or State law or under this Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Subparagraph shall constitute a material breach

of this Agreement upon which the County may terminate or suspend this Agreement.

- 8.38.3 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

8.39 Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Agreement.

8.40 Subcontracting

- 8.40.1 The requirements of this Agreement may not be subcontracted by the Contractor without the advance approval of the County's Project Director. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Agreement.
- 8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Agreement. The Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

Los Angeles County Sheriff's Department
Fiscal Administration - Contracts Unit
4700 Ramona Boulevard
Monterey Park, CA 91754-2169
Attn: Karen Anderson, Manager

before any subcontractor employee may perform any work hereunder.

8.41 Termination for Breach of Warranty to Maintain Child Support Compliance

Failure of the Contractor to maintain compliance with the requirements set forth in Subparagraph 8.15 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall constitute a default by the Contractor under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board of Supervisors may terminate this Agreement pursuant to Subparagraph 8.43 (Termination for Default).

8.42 Termination for Convenience

- 8.42.1 County may terminate this Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall immediately:
- Stop work under the Work Order or under this Agreement, as identified in such notice;
 - Transfer title and deliver to County all completed work and work in process; and
 - Complete performance of all work that is not terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Agreement or Work Order shall be maintained by the Contractor in accordance with Subparagraph 8.38, (Record Retention and Inspection/Audit Settlement).

8.43 Termination for Default

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Agreement, if, in the judgment of County's Project Director:
- Contractor has materially breached this Agreement;
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement or any Work Order issued hereunder; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 8.43.2 In the event that the County terminates this Agreement in whole or in part as provided in Subparagraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Subparagraph.
- 8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Subparagraph 8.43.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 8.43.4 If, after the County has given notice of termination under the provisions of this Subparagraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Subparagraph 8.43, or that the default was excusable under the provisions of Subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subparagraph 8.42 (Termination for Convenience).
- 8.43.5 In the event the County terminates this Agreement in its entirety due to the Contractor's default as provided in Subparagraph 8.43.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that

the County shall, at its sole option and in lieu of the provisions of Subparagraph 8.42.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Agreement sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the Sheriff deducted from any amounts due to the Contractor by the County, whether under this Agreement or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Agreement, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Subparagraph 8.23 (Indemnification).

- 8.43.6 The rights and remedies of the County provided in this Subparagraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.44 Termination for Improper Consideration

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement, the award of any work under this Agreement, or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

8.45.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

8.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 Waiver

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.50 Warranty Against Contingent Fees

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**COUNTY OF LOS ANGELES
WATER WELL MAINTENANCE SERVICES
AGREEMENT**

IN WITNESS WHEREOF, County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed by the Sheriff of the Los Angeles County Sheriff's Department, and approved by County Counsel and Contractor, to be executed on its behalf by its duly authorized officer, effective as of the date executed by the Sheriff.

COUNTY OF LOS ANGELES

By: _____

LEROY D. BACA
SHERIFF

CONTRACTOR
(Firm name)

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
County Counsel

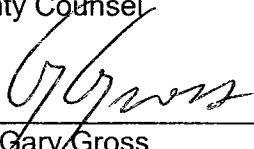
By  Date 8/29/06
Gary Gross
Principal Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

STATEMENT OF WORK

WATER WELL MAINTENANCE SERVICES

1. GENERAL REQUIREMENTS

The Los Angeles County Sheriff's Department (LASD) requires the services of independent contractors to provide water well maintenance services, on an as-needed basis. The Contractors must be capable of performing the duties as specified in this Statement of Work. Execution of this Agreement by the Contractor and by the Sheriff does not guarantee that work will be offered.

2. WORK DESCRIPTION

The Contractor shall provide all necessary supervision, labor, material, tools, and equipment to perform routine and emergency pump removal and installations, water well performance testing, well casing repairs and installations, water well video inspections, chemical disinfecting services and/or repair services on various types of pumps, on an as-needed basis, at LASD facilities located at the Pitchess Detention Center and Mira Loma Detention Center. The Contractor's services shall include, but are not necessarily limited to the following:

- a. Water well pump removal and installation. At the initial set-up for pulling a well pump, Contractor and County Project Manager shall both perform a lockout/blockout of the electrical and hydraulic systems.
- b. Repair of mechanical slide gates including, but not limited to line shafts, bearings, housing/frame, stem nut, case threads, motor and valve control actuators and all other components.
- c. Repair of one or more of the following pump units: submersible, storm water, vertical turbine, booster, horizontal split case, well turbine, engine water and sewerage. Repair of all pumps may include, but not be limited to line shafts, bearings, right-angle-gears, housing/frame, column pipe, complete rebuild of pump/motor unit, motor rewinding, seals, impellers, rotor shaft, power/control cable attachments, thermal/moisture sensors, and all other appurtenant components.
- d. Furnish all necessary portable engine driven pumps, temporary piping, sound proofing, and related equipment necessary to perform well rehabilitation work and well performance testing. After initial well performance testing setup, all testing data shall be given to the County Project Manager upon completion of testing. All chemicals used in treating wells shall be State of California approved.

- e. Perform water well video inspections using color video equipment with side scan. Videos shall be produced in either VHS or CD-ROM format.
- f. Repair and service pump station natural gas or diesel run engines, generators, and appurtenant parts including, but not limited to, radiators, starters, water cooling pumps, gear drives, etc.
- g. Contractor shall meet with the County Project Manager prior to starting any work at the work site. Access to the work site shall be controlled by the County according to the County security standards in place at that time.
- h. All replacement equipment shall be approved by the County Project Manager prior to the purchasing of the equipment. Contractor shall provide manufacturer documentation to the County Project Manager for any replacement equipment.

3. SECURITY REQUIREMENTS

- a. Contractor shall supply padlock(s) for entry gates to all LASD's facilities involved in this Agreement. After completion of work, padlock(s) shall be removed by the Contractor.
- b. Contractor and/or subcontractors shall notify the County Project Manager upon arrival to and departure from a job site.

4. WARRANTIES

- a. Contractor shall assure that all materials, parts and workmanship supplied shall be free from original or developed defects. Should original or developed defects and/or failures appear within one year after work completion, or the Contractor's standard warranty, whichever is longer, the Contractor shall, at its expense, rectify such defects and/or failures and make all replacements and adjustments that are required at no additional cost to the County.
- b. Corrective work shall be performed by the Contractor and will be given the highest priority after the County Project Manager accepts and approves the work to be performed to the satisfaction of the County.

5. HOURS AND DAYS OF SERVICES

Contractor shall commence work on executed Work Orders within twenty-four (24) hours upon request of the County Project Manager. Contractor shall perform services anytime during the 24-hour period, seven (7) days a week, including holidays.

6. **UTILITIES**

LASD shall provide utilities.

7. **STORAGE FACILITIES**

LASD may provide storage facilities for the contractor; however, LASD shall not be liable or responsible for any damage, by whatever means, or for theft of materials or equipment on the job site.

8. **SPECIAL SAFETY REQUIREMENT**

Contractor shall be responsible for the safety of equipment, material and personnel under the Contractor's supervision during working hours at a County job site. It shall be the Contractor's responsibility to maintain security against hazards at all times while performing work at LASD's job sites. All Contractor's operators shall comply with all applicable Federal, State and local occupational safety regulations and all safety requirements of LASD. Contractor shall provide at its expense all safeguards safety devices and protective equipment, and shall take any and all actions appropriate to providing a safe job site.

9. **CARE AND PROTECTION OF FACILITIES**

Contractor shall repair any damage to County facilities pursuant to Agreement, Section 8.17. Contractor shall be responsible for the security of any and all of LASD's facilities in its care. Contractor shall provide protection against vandalism, accidental or malicious damage, both during working and non-working hours.

10. **PERMITS/LICENSES**

Contractor shall obtain any and all required permits/licenses from the appropriate Federal, State or local authorities for work to be accomplished under this Agreement. During the term of this Agreement, such licenses shall include, at minimum, C-57 (Water Well Drilling) and C-61 (Pump Installations) licenses issued by the State of California. In the event of a renewal or loss of license, Contractor shall immediately notify County Project Director/Manager and provide copies of the relevant renewal or cancellation.

11. **QUALITY OF WORK**

Contractor certifies and warrants that all work, supervision, labor, services and equipment shall be furnished in a professional manner and according to specifications contained in this Statement of Work.

12. WORK AREA CONTROLS

Contractor shall comply with all applicable laws and regulations. Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid leaving out equipment excessively. Location and layout of all equipment and materials at each job site will be subject to approval of the County Project Director or County Project Manager.

13. TRANSPORTATION

LASD will not provide transportation to and from the job sites, nor travel around the perimeter of the job site.

14. LABOR COMPLIANCE

Contractor, its agents and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California, as well as all other applicable Federal, State and local laws related to labor. Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

15. LABOR

Contractor shall not assign work under this Agreement to any person who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to LASD. Any such person shall be reassigned immediately by Contractor and will not be assigned for future work with LASD.

16. PUBLIC CONVENIENCE

Contractor shall conduct its operations in a manner that will not cause obstruction and inconvenience to traffic, or disruption to the operation where services are being performed.

17. COOPERATION

Contractor shall cooperate with LASD personnel engaged in any other activities at the job site. Contractor shall carry out all work in a diligent manner and according to instructions of the County Project Director and Project Manager.

EXHIBIT B

SCHEDULE OF PRICES

SCHEDULE OF PRICES FOR WATER WELL MAINTENANCE SERVICES

Please submit rate for each Item. If you do not wish to submit a rate for an Item, place the letters "N/A" for that Item; however, if you propose a rate for an Item, you are required to submit all rates contained within that Item. Vendors who do not complete this requirement will be found non-responsive with regards to that Item.

ITEM A PUMP REMOVAL/INSTALLATION SERVICES

<u>DESCRIPTION</u>	<u>RATE</u>
1. Labor (Crew rate)	\$_____/hr
2. Mobilization	\$_____/hr

ITEM B WELL PERFORMANCE TESTING SERVICE

<u>DESCRIPTION</u>	<u>RATE</u>
1. Labor	\$_____/hr
2. Mobilization	\$_____/hr

ITEM C PUMP REPAIR SERVICES

<u>DESCRIPTION</u>	<u>RATE</u>
1. Shop Welding	\$_____/hr
2. Machine Shop Repair	\$_____/hr
3. General Shop Repair (Includes cleaning and in-shop inspection)	\$_____/hr

- | | |
|---|-------------|
| 4. On-site Mechanical Repairs & Inspection
(Regular Hours) | \$_____ /hr |
| 5. On-site Emergency Mechanical Repairs
(After Hours)* | \$_____ /hr |

*Four hour minimum for emergency call out repairs.

ITEM D WELL VIDEO SURVEY SERVICE

<u>DESCRIPTION</u>	<u>RATE</u>
1. Well Video Survey	\$_____ /hr

ITEM E WELL CHEMICAL DISINFECTING SERVICES

Cost = Chemical Strength x size of water well casing x 50ppm or 100ppm x time

<u>DESCRIPTION</u>	<u>RATE</u>
1. Chemical Strength (Please specify)	
_____	\$ _____
_____	\$ _____
2. Time	\$_____ /hr

Each rate provided includes cost of use of tools/equipment, parts, labor and materials.

=====

I certify under penalty of perjury that the foregoing is correct and true in all respects.

Date: _____ Signed _____

(Title)

EXHIBIT C1

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT
AND CONFIDENTIALITY AGREEMENT

WATER WELL MAINTENANCE SERVICES
MASTER AGREEMENT WORK ORDER
CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

CONTRACTOR NAME

Work Order No. _____ County Master Agreement No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced work order/contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced work order/contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced work order/contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced work order/contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future work order/contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health and criminal records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Master Agreement No. _____

Work Order No. _____ Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced work order/contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health and criminal records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced work order/contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this work order/contract or termination of my employment with my employer, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT C2

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT
AND CONFIDENTIALITY
AGREEMENT

WATER WELL MAINTENANCE SERVICES
MASTER AGREEMENT WORK ORDER
CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT
AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

CONTRACTOR NAME

Work Order No. _____ County Master Agreement No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced work order/contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced work order/contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced work order/contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced work order/contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future work order/contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health and criminal records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer _____

Contractor Name _____ Master Agreement No. _____

Work Order No. _____ Non-Employee Name _____

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced work order/contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health and criminal records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced work order/contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this work order/contract or termination of my services hereunder, whichever occurs first.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT D

WORK ORDER FORMAT

**WATER WELL MAINTENANCE SERVICES
MASTER AGREEMENT WORK ORDER
(NOT TO EXCEED COST BASIS)**

(CONTRACTOR NAME)

Work Order No. _____ County Master Agreement No. _____

Project Title: _____

Period of Performance: _____

Los Angeles County Sheriff's Department

County Project Director: _____

County Project Manager: _____

County Region Manager: _____

County Region Supervisor: _____

I. GENERAL

Contractor shall satisfactorily perform all the tasks and provide all the deliverables as detailed in the Contractor's written proposed work attached hereto as an Attachment with respect to the terms and conditions specified in the Statement of Work (Exhibit A), on a not to exceed cost basis, in compliance with the terms and conditions of Contractor's Master Agreement.

II. PAYMENT

A. The Total Maximum Amount that County shall pay Contractor for all deliverables to be provided under this Work Order is shown below:

Type of Work Amount	Hourly Rate	Estimated Hours	Maximum
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Total Maximum Amount: _____

Work Order No. _____ County Master Agreement No. _____

B. The Total Maximum Amount is calculated based on Contractor's Schedule of Prices (Exhibit B) and total payment from County for all deliverables shall not exceed the Total Maximum Amount in II.A above.

C. Contractor shall submit all invoices under this Work Order to:

Los Angeles County Sheriff's Department
Facilities Service Bureau
1000 South Fremont Avenue
Alhambra, CA 91803
Attn: Dean Stroud, Director

III. SERVICES

Contractor's signature on this Work Order document confirms Contractor's awareness of and agreement with the provisions of Subparagraph 3.3 of the Master Agreement, which establish that Contractor shall not be entitled to any compensation whatsoever for any task, deliverable, service, or other work:

- A. That is not specified in this Work Order, and/or
- B. That utilizes personnel not specified in this Work Order, and/or
- C. That exceeds the Total Maximum Amount of this Work Order, and/or
- D. That goes beyond the expiration date of this Work Order.

ALL TERMS OF THE MASTER AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT SHALL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS WORK ORDER. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS WORK ORDER ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT.

REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER. Note: Only County Regional Manager, County Region Supervisor, Project Manager or Project Director may execute.

CONTRACTOR

By: _____

Name: _____

Title: _____

Date: _____

COUNTY OF LOS ANGELES

BY: _____

Name: _____

Title: _____

Date: _____

EXHIBIT E

CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date _____